
FOR SALE BY ONLINE AUCTION



COMMERCIAL DEVELOPMENT SITE

**~22 Acres Near Interstate 80
7100 Block Olde Eight Road
Boston Heights, Ohio**

WWW.AUCTIONRP.COM

INVITATION FOR BIDS

This Invitation for Bids contains information and forms necessary for interested parties to bid to purchase the property which is the subject of this sale. It shall be the responsibility of each bidder to familiarize him or herself with this Invitation for Bids, including the General and Special Terms of Sale, the Instructions to Bidders for Online Auction, the Bid Registration Form, and any other information or materials included in the Invitation for Bids or that may be made available under separate cover.

The auction will commence at 3:00 p.m., Eastern Time, on August 22, 2008. The auction has no preset closing date but will conclude in accordance with the procedures set forth in Paragraph 11, "Call for Final Bids," of the Instructions to Bidders for Online Auction.

Parties interested in bidding on this property must register to bid in accordance with the Instructions to Bidders for Online Auction. As part of that registration, bidders must submit a deposit of \$75,000.00 before bidding on the property; see Paragraph 4, "Registration Deposit" of the Instructions to Bidders for Online Auction for information. Bidding shall be in increments of \$25,000.00.

For information about this property and the procedures and terms of sale, or to make arrangements to view the property, please contact:

Mr. Kristopher Mendez
U.S. General Services Administration
Property Disposal Division
Chicago Operations Branch
230 South Dearborn Street, Room 3774
Chicago, Illinois 60604
Telephone (direct): 312.353.0531
Facsimile: 312.886.0901
Email: kris.mendez@gsa.gov

Online bidding will take place at: <http://www.auctionrp.com>.

Additional information regarding the U.S. General Services Administration's Property Disposal program is available at: <http://propertydisposal.gsa.gov>.

Submit initial bids with deposits to:

U.S. General Services Administration
Property Disposal Division
Attn: John Dugan
10 Causeway Street, Room 925
Boston, Massachusetts 02222
Telephone: 617.565.5700

Description of Property

The property sits on the east side of Olde Eight Road, north of the Ohio Turnpike/I-80, west of State Route 8 and south of Hines Hill road near the site of the former Boston Heights Country Club. The \pm 22 acre site is mostly wooded vacant land with approximately 825.88 feet of frontage along Olde Eight Road. The topography is gently rolling with no severe grade variations. The property was the proposed location of an Army Reserve Center that was never built. The property is zoned Office/Professional District. The image below is approximate.



Area Data

The property is located near the interchange of Interstate 80 and State Route 8 in the Village of Boston Heights in north central Summit County, Ohio. The Village of Boston Heights is located roughly halfway between the cities of Cleveland and Akron, Ohio, offering good proximity to both cities.

Legal Description

Situated in the Village of Boston Heights, County of Summit and State of Ohio and known as being part of Original Boston Lot No. 16 in the Connecticut Western Reserve, Township 4, Range 11 and further bounded and described as follows: Beginning at a 1" iron pipe found on the centerline of Hines Hill road (C.H. 115) (60 feet wide) at the northeasterly corner of Original Boston Lot 16; Thence South 89°11'18" West along the centerline of Hines hill Road (C.H. 115), 400.00 feet to a 1" iron pipe found (0.18 feet South, 0.05 feet East) at the northeast corner of land conveyed to Second Fairway Limited Partnership by deed recorded in O.R. Volume 1608, Pages 822, 826 and 830 of Summit County Records and the northwestern corner of land conveyed to Hines Hill Limited in Document 54682565 of Summit County Records;

Thence South 00°24'54" West along the easterly line of land conveyed to SecondFairway Limited Partnership and the westerly line of land conveyed to Hines Hill Limited and passing through a 1" iron pipe found at 30.00 feet (0.11 feet South, 0.02 feet West) on the Southerly line of Hines Hill Road, 775.63 feet to a 5/8" iron pin found (capped "Dudley P.S. No. 6747") at the southwesterly corner of land so conveyed to Second Fairway Limited Partnership and the principal place of beginning of the premises herein described; Thence South 00°24'54" West continuing along the westerly line of land so conveyed to Hines hill Limited, 731.00 feet to a Corps of Engineers – U.S. Army monument (CORPS OF ENGINEERS typical) found as dedicated in Plat Book 44, Pages 154-155 of Summit County Records on the northerly right of way line of the Ohio Turnpike (I-80) (Variable Width) thereof; Thence South 84°19'09" West along a northerly right of way line of the Ohio Turnpike (I-80), 161.50 feet to a CORPS OF ENGINEERS monument; thence North 05°40'51" West along an easterly right of way line of the Ohio Turnpike (I-80), 80.00 feet to a CORPS OF ENGINEERS monument; Thence South 84°19'09" West along to a northerly right of way line of the Ohio Turnpike (I-80), 400.00 feet to a CORPS OF ENGINEERS monument (6.56 feet east of property corner); Thence North 05°40'51" West along the easterly right of way line of the Ohio Turnpike (I-80), 50.00 feet to a CORPS OF ENGINEERS monument; Thence South 84°19'09" West along a northerly right of way line of the Ohio Turnpike (I-80), 600.00 feet to a CORPS OF ENGINEERS monument (0.98 feet North, 0.58 feet West); Thence North 05°40'51" West along an easterly right of way line of the Ohio Turnpike (I-80), 50.00 feet to a CORPS OF ENGINEERS monument; Thence South 84°19'09" West along a northerly right of way line of the Ohio turnpike (I-80) and passing through a CORPS OF ENGINEERS Monument found (1.05 feet North, 0.56 feet West) at 115.06 feet on the northeasterly line of Olde Eight Road (C.H. 16), 147.00 feet to a R.R. Spike found (1.18 feet North, 0.58 feet West) at the centerline of Olde Eight Road (C.H. 16) (60 feet wide); Thence North 25°45'30" West along the centerline of Olde Eight Road (C.H. 16), 825.88 feet to a rail road spike found (0.04 feet West); Thence North 70°32'12" East, passing through a Corps of Engineers monument (0.14 feet West) on the northeasterly line of Olde Eight Road (C.H.16) at 30.17 feet, 611.79 feet to a 5/8" x 30" iron pin set on a southwesterly line of land conveyed to aforesaid Second Fairway Limited Partnership; Thence South 47°19'02" East along a southwesterly line of land so conveyed, 308.96 feet to a CORPS OF ENGINEERS monument found (0.20 feet South,

0.21 feet East) at a corner angle; Thence South $21^{\circ}12'41''$ East along a southwesterly line of land so conveyed, 409.0 feet to a CORPS OF ENGINEERS monument found (0.47 feet South, 0.26 feet East) at a corner thereof; Thence South $58^{\circ}05'45''$ East along a southwesterly line of land so conveyed 70.90 feet to a $5/8'' \times 30''$ iron pin found (capped "Dudley P.S. No.6747") (0.21 feet South, 0.69feet East) at a corner thereof: Thence North $79^{\circ}10'42''$ East along a southerly line of land so conveyed, 460.93 feet to a CORPS OF ENGINEERS monument found (0.01 feet North, 0.74 feet East) at a corner thereof; Thence North $19^{\circ}57'10''$ East along a southeasterly line of land so conveyed, 272.22 feet to $5/8'' \times 30''$ iron pin found (capped "Dudley P.S. No.6747") (0.14 feet South, 0.37 feet East) at a corner thereof; Thence North $45^{\circ}21'26''$ East along a southeasterly line of land so conveyed, 34.60 feet to $5/8'' \times 30''$ iron pin found (capped "Dudley P.S. No.6747") (0.09 feet South, 0.36 feet East) at a corner thereof; Thence South $87^{\circ}45'58''$ East along a southerly line of land so conveyed, 101.48 feet to the principal place of beginning and containing 22.0122 acres of land, of which 0.5714 acres of land are within the right of way of Olde Eight Road (C.H. 16) as surveyed and described by Edward B. Dudley P.S. No. 6747 of the Riverstone Company in November of 2002, being the same more or less but subject to all legal highways.

GENERAL TERMS OF SALE

1. TERM - "INVITATION FOR BIDS." The term "Invitation for Bids" as used herein refers to the foregoing Invitation for Bids, and its Property Description; the General Terms of Sale; Special Terms of Sale; the Instructions to Bidders for Online Auction; and the Environmental and Historic Notices, if any, and any provisions of the Bid Form and Acceptance; all of which are attached to this Invitation for Bids and incorporated and made a part hereof, and as may be modified and supplemented by any addenda or amendments that may be issued prior to the time fixed in the Invitation for Bids for the opening of bids or conducting of an auction.

2. DESCRIPTION PROVIDED. The descriptions of the property set forth in the Invitation for Bids and any other information provided therein with respect to the property are based on information available to the U.S. General Services Administration's Property Disposal Division and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by Purchaser for allowance, refund, or deduction from the purchase price.

3. INSPECTION. Bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. The failure of any bidder to inspect or to be fully informed as to the condition of all or any portion of the

property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction.

4. CONDITION OF PROPERTY. The property is offered for sale and will be sold "AS IS" and "WHERE IS" without representation, warranty, or guarantee as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim(s) for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of an auction.

5. ZONING. Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the property for present or proposed future use, shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this Invitation for Bids or sales agreement. Please note that any reference to zoning is included for informational purposes only and is not to be relied upon by the bidder.

6. CONTINUING OFFERS. Each bid received shall be deemed to be a continuing offer after the date of bid opening or conclusion of an auction for 60 calendar days, unless the bid is accepted or rejected by the Government before the expiration of the 60 calendar days. If the Government desires to

accept any bid after the expiration of the 60 calendar days, the consent of the bidder shall be obtained prior to such expiration.

7. POSSESSION.

a. The successful bidder agrees to assume possession of the property within 15 calendar days of a written request given by the Government after acceptance of its bid. Should the successful bidder fail to take actual possession of the property within such period, the bidder shall nonetheless be charged with constructive possession commencing at 12:01 a.m., local time, at the location of the property, on the 16th calendar day after such request by the Government. The word “possession” shall mean either actual physical possession or constructive possession.

b. Although by assuming possession under (a), above, the bidder incurs certain responsibilities and obligations under other conditions of this contract, such possession does not confer any right in the bidder either to make any alterations or improvements in or to the property or to use it for any purpose of its own without first obtaining the written approval of the Contracting Officer. Any such approval will be conditioned on the bidder paying to the Government for the privileges granted, for the period from the date of the approval to the date of conveyance, an amount equal to the interest for such interval of time on the unpaid balance of the purchase price. The interest rate shall be computed based on the yield

of 10-year United States Treasury maturities as reported by the Federal Reserve Board in “Federal Reserve Statistical Release H.15” plus 1½% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance.

8. INSURANCE. In the event a bid to purchase is accepted and possession of the property is assumed by the successful bidder prior to the date of conveyance, the successful bidder shall procure and maintain insurance at its own expense, effective for the period from the date of assumption of possession to the date of conveyance, for the benefit of the Government, in such kinds and amounts as may be required by the Government, and in companies acceptable to the Government.

a. Fire, extended coverage, vandalism and malicious mischief, personal injury and liability, and such other property insurance as required to protect the Government’s interest shall be maintained on the real and personal property covered by the bid, and shall be in such amounts which, after taking into account the coinsurance provision, if any, of the insurance policies, will protect the unpaid indebtedness.

b. Information concerning insurance requirements will be furnished by the U.S. General Services Administration, Property Disposal Division, 230 South Dearborn Street, Room 3774, Chicago, Illinois 60604, or telephone 312.353.6045.

9. TAXES AND CLOSING COSTS.

As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the property and to prorate sums paid, or due to be paid, by the Government in lieu of taxes. All closing costs, including escrow and financing fees, shall be borne solely by the successful bidder. The Government has no knowledge of any tax amounts owed for this property.

10. RISK OF LOSS. As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for care and handling and all risks of loss or damage to the property and shall have all obligations and liabilities of ownership.

11. REVOCATION OF BID AND DEFAULT. In the event of revocation of a bid after the opening of bids or conducting of an auction but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the bidder shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable

rights which it may have under the bid or contract of sale.

12. GOVERNMENT LIABILITY. If the Bid for Purchase of Government Property is accepted by the Government (Seller) and: (1) Seller fails for any reason to perform its obligations as set forth herein; or (2) Title does not transfer or vest in the successful bidder (Purchaser) for any reason, although Purchaser is ready, willing, and able to close, Seller shall promptly refund to Purchaser all amounts of money Purchaser has paid, without interest, whereupon Seller shall have no further liability to Purchaser.

13. TITLE EVIDENCE. Any title evidence that may be desired by the successful bidder will be procured by the bidder at its sole cost and expense. The Government will, however, cooperate with the successful bidder or its authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved, as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the property.

14. TITLE. If a bid for purchase of the property is accepted, the Government's interest will be conveyed by a Quitclaim Deed or Deed Without Warranties and/or, where appropriate, a Bill of Sale in conformity with local law and practice. The Government does not pay for title insurance but the Purchaser may wish to acquire a title insurance policy from a local title company.

15. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE. The Government shall set a sale closing date, said date to be not later than 60 calendar days after acceptance of the bid. On the closing date, the successful bidder shall tender to the Government, by wire transfer, cashier's check, certified check, or U.S. Postal Service money order, the balance of the purchase price. Upon such tender being made by the successful bidder, the Government shall deliver to the successful bidder the instrument, or instruments, of conveyance. The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents. In any event, if possession was assumed by the successful bidder prior to the date of conveyance, the successful bidder shall pay, in addition to the purchase money due, an amount determined in accordance with paragraph 7, above, if applicable.

16. DELAYED CLOSING. The successful bidder shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the successful bidder's action and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1½% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government reserves the right to refuse a request for extension of closing.

17. DOCUMENTARY STAMPS AND COST OF RECORDING. The successful bidder shall pay all taxes and fees imposed on this transaction and shall obtain at bidder's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the successful bidder's expense. A CONFORMED COPY OF THE RECORDED Quitclaim Deed must be provided to the U.S. General Services Administration, Property Disposal Division, 230 South Dearborn Street, Room 3774, Chicago, Illinois 60604.

18. CONTRACT. The Invitation for Bids, and the bid when accepted by the Government, shall constitute an agreement for sale between the successful bidder and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract, or any interest therein, be transferred or assigned by the successful bidder without consent of the Government, and any assignment transaction without such consent shall be void.

19. OFFICIALS NOT TO BENEFIT. No member of, or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision

shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. U.S. General Services Administration employees are prohibited from bidding on the property offered in the Invitation for Bids.

20. COVENANT AGAINST CONTINGENT FEES. The successful bidder warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the successful bidder the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the successful bidder upon the contract secured or made through bona fide established commercial agencies maintained by the successful bidder for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

SPECIAL TERMS OF SALE **FOR ONLINE AUCTION**

1. METHOD OF SALE. This property will be sold by online auction. The bid that offers the greatest return to the Government may be accepted.

2. ENVIRONMENTAL CONSIDERATIONS:

a. Notice Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. 9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States of America gives notice that no hazardous substances have been released or disposed of, or stored for one year or more, on the property.

b. CERCLA Covenant. The Quitclaim Deed by which this property shall be conveyed will include this language:

Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

(1) This covenant shall not apply:

(a) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR
(b) to the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

(i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR
(ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

(2) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct or pay for any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim and provide credible evidence that:

(a) the associated contamination existed prior to the date of this conveyance; and

(b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.

c. Access. Grantor shall reserve a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its representative officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation, and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with

record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

3. EASEMENTS. The property will be conveyed subject to any and all existing reservations, easements, restrictions, and rights, recorded and unrecorded, for private and public roads, highways, streets, pipelines, railroads, utilities, water lines, sewer mains and lines, storm sewers and drains, and other rights-of-way, including, but not limited to, any specific easements, restrictions, rights, or covenants set forth above.

4. REJECTION. The Government reserves the right to reject any and all bids.

5. SELLER'S DEFAULT. If a bid is accepted and Seller fails for any reason to perform its obligations as set forth herein, or title to the property does not transfer and vest in the Purchaser for reasons outside the Purchaser's control, Seller shall promptly refund to Purchaser all amounts paid by Purchaser, without interest, whereupon Seller shall have no further liability to Purchaser.

6. LIABILITY. With respect to any claim against the Government, the extreme measure of the Government's liability shall not, in any event, exceed refund of the purchase price or such portion thereof as the Government may have received.

INSTRUCTIONS TO BIDDERS FOR ONLINE AUCTION

1. AUCTION START DATE. The online auction starts: August 22, 2008.

2. TYPE OF SALE. This sale will be an online auction conducted via the Internet and by submission of written or faxed bids. The auction will be conducted over a period of several weeks or until the property is sold. The date for receipt of final bids will be announced on the Internet with at least 48 hours notice (see Paragraph 11 in this section, Call for Final Bids). The auction may continue beyond that date as long as bidders are willing to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

3. BIDS AND TERMS OF SALE. Bids to purchase must be on an ALL CASH basis only. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No government credit terms are available. The U.S. General Services Administration has no information on the availability of private financing or on the suitability of this property for financing.

4. REGISTRATION DEPOSIT.

a. A registration deposit in the amount of **SEVENTY FIVE THOUSAND DOLLARS (\$75,000.00)** must accompany your Bidder Registration and Bid Form. The following methods of payment are acceptable: (1) cashier's check, (2) certified check, (3) U.S. Postal Service money order, and (4) credit card payment (Visa or MasterCard

only). Personal or company checks are **NOT** acceptable and will be returned to sender. To register to bid and if you are prepared to make an initial bid, please complete the enclosed Bidding Registration and Bid Form for Purchase of Government Property and send the form with your bid deposit to:

**U.S. General Services Administration
Property Disposal Division
Attn: Michelle Sutton
10 Causeway Street, Room 925
Boston, Massachusetts 02222
Telephone: 617.565.5700**

b. Please make your check payable to: **"U.S. General Services Administration"**

Deposits by credit card (Visa or MasterCard) may be made by using the enclosed Registration Deposit by Credit Card Form. Only upon the U.S. General Services Administration's receipt of your registration deposit will you be allowed to bid online or by the submission of a written or faxed bid.

c. Within forty-eight (48) hours of acceptance of an offer by the Government, the successful bidder agrees to deposit an additional amount, if any, which when added to the bid deposit, will equal at least ten percent (10%) of the amount bid. Failure to so provide such bid deposit shall require rejection of your bid.

d. Upon acceptance of a bid, the appropriate bid deposit of the successful bidder shall be applied towards payment of the successful

bidder's obligation to the Government. The full balance of the purchase price is payable within sixty (60) calendar days after award. At the time of closing, all cash money paid by the Purchaser will be credited, without interest, toward the total purchase price.

e. Registration deposits received from the two highest bidders will be held as stipulated in Paragraph 14 of these Instructions. All other registration deposits will be returned.

5. BIDDER REGISTRATION AND BIDS.

a. Bidder registration and subsequent bids must be submitted on the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Property" accompanying this Invitation for Bids. All information and certification requested thereon must be provided. **Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected.** Additional bid forms are available upon request or you may photocopy the forms in this Invitation for Bids.

b. The Bidder Registration and Bid Form should be filled out legibly with all erasures, strikeovers, and corrections initiated by the person signing the bid. The Bid Form must be signed and dated.

c. To register online, bidders should return to the U.S. General Services Administration their original signed

and completed Bidder Registration and Bid Form. Bidders should retain all other documents, including one copy of the Bidder Registration and Bid Form, for personal records.

6. USER IDENTIFICATION

NUMBER. A User Identification ("ID") number and password are used to register online and to place bids online. If you register online, you will be required to assign your own User ID (limited to eight (8) characters) and password. **Since the User ID is used to publicly identify bids, and for your privacy, we strongly encourage you to create your User ID in a manner that protects you or your company's identity.** If you do not register online, a User ID and password will be assigned to you. The User ID must be on the bid form when submitting bid increases by mail or fax. The User ID number will be used to identify the bidders on our auction web page: www.auctionrp.com.

7. BIDDING IN GENERAL.

a. Bids may be delivered to our office either in person, by fax, by U.S. Mail, by private delivery services, or via the Internet at: www.auctionrp.com.

b. Bidders who registered online may increase their bids by following the instructions at www.auctionrp.com. They may also submit increased bids in person, by fax, by U.S. Mail, or private delivery services. By submitting your bid through www.auctionrp.com, you agree that your Internet bid is a binding offer. You will be legally obligated for any and all bids

submitted using your ID number and password on the Internet.

c. Bids must be submitted without contingencies.

d. Bids that are not submitted on the U.S. General Services Administration forms will be rejected.

8. FAXING YOUR BID.

a. Bids by fax may be made with a credit card (either Visa or MasterCard) by using the deposit form in the bid package. By faxing your bid, you are agreeing that your faxed bid is a binding offer. Faxed bids must be completely filled out and signed. The fax number for increased bids or initial bids is **617.565.5720**.

b. A bid submitted by fax must arrive at the place and by the date and time that the Government has specified as the deadline for receipt of bids. If a bidder chooses to transmit a bid by fax, the Government will not be responsible for any failure attributable to the transmission or receipt of the faxed bid, including, but not limited to, the following: (1) Receipt of a garbled or incomplete bid; (2) Availability or condition of the receiving facsimile equipment; (3) Incompatibility between the sending and receiving equipment; (4) Delay in transmission or receipt of bid; (5) Failure of the bidder to properly identify the bid; (6) Illegibility of bid; and (7) Security of bid.

c. If your faxed bid is not reflected on the U.S. General Services Administration's Property Disposal web page, and your bid is higher than the announced bid, you must call **Michelle Sutton at 617.565.5700** for verification that your bid was received.

9. DAILY BIDDING RESULTS.

Bidders may visit

www.propertydisposal.gsa.gov or our online auction web page at:

www.auctionrp.com to obtain current bidding information. The U.S. General Services Administration's Internet Home Page will be updated each Monday morning (excluding Federal Holidays) with the highest bid received over the weekend, and whenever new bids are received during normal business hours.

Bidders will be notified via the web page when bidding will be closed. If your bid is not accurately shown on the web page, then you should call the U.S. General Services Administration at 617.565.5700. Bidders are urged to pay close attention to the web page, which will contain new, revised and useful information regarding the high bid, modification to bid increment, and the closing date of the auction.

10. INCREASING YOUR BID. If you learn from the web page that your bid was not the high bid, you may increase the high bid until such time as bidding is closed. Increases in previously submitted bids are welcome and the bid deposit from your first bid will apply to subsequent increased bids. Increased bids must be submitted on the official U.S. General Services Administration bid forms unless you are bidding online. Official bid forms may be photocopied. Increased bids must be

at least Twenty Five Thousand Dollars (\$25,000.00) more than the previous high bid in order to be considered. **The Government reserves the right to modify the minimum bid increment at any time prior to the close of the sale.** To increase a previously submitted bid, bidders may use one of the following methods: in person, by fax, U.S. Mail, private delivery services, or online at www.auctionrpr.com. In the event that two bids of equal value are received via U.S. Mail, fax, online, etc., the first bid received will be recognized.

11. CALL FOR FINAL BIDS. At a time deemed appropriate by the Government, a date will be set for the receipt of final bids. That date, referred to as the “soft close date” will be announced on the web page. On that date, commencing at 9:00 a.m., Eastern Time, if no increased bid is received by 3:00 p.m., Eastern Time, then bidding will close at 3:00 p.m., Eastern Time, and consideration will be given to selling the property to the high bidder. If an increased bid is received on a timely basis, then bidding will be continued over until the next business day on the same terms. Eventually, no one will outbid the high bidder and bidding will close at 3:00 p.m., Eastern Time, on that day. There is no advantage to waiting until the last minute to bid.

12. BID EXECUTED ON BEHALF OF BIDDER.

a. A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

b. If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. The Certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid copies of so much of the records of the corporation as will show the official character and authority of the officer signing duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

c. If the bidder is a partnership, and all partners sign the bid with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

d. If the bidder is a Limited Liability Corporation (LLC), a Certificate of the LLC must be completed and executed by the manager.

13. WAIVER OF INFORMALITIES OR IRREGULARITIES. The Government may, at its election, waive any minor informality or irregularity in bids received.

14. BACKUP BIDDER. The second-highest bidder will be the backup bidder. If the high bidder is unable to consummate the transaction, the second highest bidder may then be considered for award. The backup bidder's deposit will be retained, without interest, until the first high bidder has increased their initial bid deposit to the required 10% of the purchase price. Subsequently, the bid deposit of the second high bidder will be returned by mail immediately thereafter. In the event that the Government is unable to make an award to the highest or second-highest bidder, the Government reserves the right to negotiate with the remaining bidders and make an award that is in the best interest of the Government.

15. ACCEPTABLE BID. An acceptable bid is one received from a responsible bidder, whose bid, conforming to this Invitation for Bids, will be most advantageous to the Government, price and other factors considered.

16. NOTICE OF ACCEPTANCE OR REJECTION. Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or his duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any and all bids or portions thereof.

17. ADDITIONAL INFORMATION. The U.S. General Services Administration issuing office at the

address given in this Invitation for Bids will, upon request, provide additional copies of this Invitation for Bids and answer requests for additional available information concerning the Property offered to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Invitation for Bids.

**BIDDER REGISTRATION AND BID FOR
PURCHASE OF BOSTON HEIGHTS COMMERCIAL
DEVELOPMENT SITE**

7100 Block Olde Eight Road
Boston Heights, Ohio
GSA Control No.: 1-D-OH-828

U.S. General Services Administration
Property Disposal Division
10 Causeway Street, Room 925
Boston, Massachusetts 02222
Attn: Michelle Sutton

Check One:

Initial Bid _____

Increased Bid _____

Fax: 617.565.5720

The undersigned bidder hereby offers and agrees to purchase the property described in the Invitation for Bids No. IPRC-08-004, including any amendments, (collectively the "IFB") for the bid amount listed below. The Bidder further agrees that said offer is made subject to the terms and conditions of the IFB, which by this reference is incorporated in the bid and made a part of the bid.

REGISTRATION DEPOSIT: \$75,000.00

BID AMOUNT: _____

In the event this bid is accepted, the instrument of conveyance should name the following as

Grantee(s): _____.

Indicate above the manner in which title is to be taken (e.g., Solo and Separate Property, Joint Tenants, Tenants in Common, Community Property). Include name of spouse, if applicable.

BIDDER REPRESENTS that he/she operates as (check one):

_____ an individual

_____ an individual doing business as: _____

_____ a partnership, consisting of: _____

_____ a limited liability partnership, consisting of: _____

_____ a corporation, incorporated in the State of _____

_____ a limited liability corporation, incorporated in the State of _____

_____ a trustee, acting for: _____

NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NUMBER: _____ FAX: _____

E-mail address: _____ Social Security Number _____

Signature of person authorized to sign bid

Date

Signer's name and title (type or print)

THE GOVERNMENT RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS

CERTIFICATE OF CORPORATE BIDDER

(for use with Bidder Registration and Bid Form for Purchase of Government Property)

I, _____, certify that I am _____
(Secretary or other official title)

of the Corporation (or Limited Liability Corporation) named as bidder herein; that

_____, who signed this bid on behalf of the bidder, was

then _____ of said Corporation (or Limited Liability Corporation); that the

Bid was duly signed for and on behalf of said Corporation (or Limited Liability Corporation) by authority of its governing body and is within the scope of its corporate powers.

Signature of Certifying Officer: _____

(SEAL)

REGISTRATION DEPOSIT BY CREDIT CARD
BOSTON HEIGHTS COMMERCIAL DEVELOPMENT SITE
7100 Block Olde Eight Road
BOSTON HEIGHTS, OHIO

To: U.S. General Services Administration
Property Disposal Division
10 Causeway Street, Room 925
Boston, Massachusetts 02222
Attn: Michelle Sutton

Fax: 617.565.5720

THIS FORM MAY BE SUBMITTED BY FAX.

By completing this form and signing in the space provided below, applicant agrees to abide by the terms and conditions set forth in the Invitation for Bids No. 1PRC-08-004, including any amendments, (collectively the "IFB") for the property identified above. Applicant must be the authorized cardholder and agrees that his/her/its credit card will be debited the full amount of the registration deposit, as specified in the "Instructions to Bidders for Online Auction" paragraph #4, Registration Deposit. In the event that applicant is the successful bidder, the registration deposit will be applied towards the purchase price for the property. In the event that applicant is not the successful bidder, the registration deposit will be credited to the credit card account listed below.

Applicant's Last Name (please print): _____

First Name: _____ M.I. _____

Address: _____

City: _____ State: _____ Zip Code: _____

My card number is: Visa _____ MasterCard _____

Expiration: ____/____/____

Name as it appears on card: _____

Driver's License No.: _____ State _____

E-mail address: _____

Telephone number: _____ Fax: _____

Signature: _____ Date: _____

REGISTRATION DEPOSIT BY CHECK
BOSTON HEIGHTS COMMERCIAL DEVELOPMENT SITE
7100 Block Olde Eight Road
BOSTON HEIGHTS, OHIO

To: U.S. General Services Administration
Property Disposal Division
10 Causeway Street, Room 925
Boston, Massachusetts 02222
Attn: Michelle Sutton

Fax: 617.565.5720

REGISTRATION DEPOSIT: _____ BID AMOUNT: _____

Certified or Cashiers Check must be made payable to U.S. General Services Administration

Name: _____

Tax ID No. or Social Security No: _____

Address: _____

City/State/Zip Code: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Address to which refund check will be issued (if unsuccessful bidder) if different from above:

Name: _____

TIN or SSN: _____

Address: _____

City/State/Zip Code: _____

By completing this form and signing in the space provided below, applicant agrees to abide by the terms and conditions set forth in the Invitation for Bids #1PRC-08-004, including any amendments, (collectively the "IFB") for the property identified above. In the event that the applicant is the successful bidder, the registration deposit will be applied towards the purchase price for the property. In the event that applicant is not the successful bidder, the registration deposit will be returned as indicated above.

Signature: _____ Date: _____

ELECTRONIC FUNDS TRANSFER (EFT) ENROLLMENT FORM

Privacy Act Statement Collection of this information is authorized by 31 U.S.C. 3332(g), 3325(d) and 7701(c). The information will be used by the Government to make payments by EFT to a vendor. This information may also be used for income reporting and for collecting and reporting on any delinquent amounts arising out of a vendor's relationship with the Government. Disclosure of the information by the vendor is mandatory. Failure to provide the requested information may result in the delay or withholding of payment to the vendor.

Use this form to enroll in Direct Deposit of your federal payment from the General Services Administration

Company/Payee Name					
Address					
City		State		Zip	
Taxpayer ID Number (TIN)					

Financial Institution Name				
Financial Institution Phone Number ()		()		
Financial Institution Routing Transit Number (RTN)				
Depositor Account Title				
Depositor Account Number				
Account Type	[] Checking	[] Savings		
Company/Payee Contact Person				
Phone	()			
MUST HAVE SIGNATURE Company/Payee Authorized Signature				

FAX to Ray Campbell and Bill Russell at (816) 823-1048

Also FAX to Lisa Faletra at (617) 565-5720

Telephone: Ray Campbell (816) 823-2045 – 6BCDR

Telephone: Bill Russell (816) 926-7839 – 6 BCDR